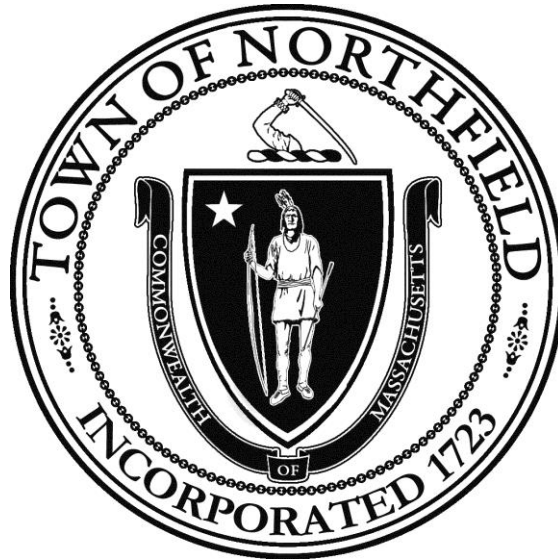


# TOWN OF NORTHFIELD



Transcript of Articles in the Warrant for the

## **ANNUAL TOWN MEETING**

**Monday, May 1, 2017 at 7:00 p.m.**

Pioneer Valley Regional School  
97 F. Sumner Turner Road

and

## **ELECTION WARRANT**

**Tuesday, May 2, 2017**  
12 o'clock Noon to 8:00 P.M.

Northfield Town Hall  
69 Main Street

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**- IMPORTANT -**

**This Warrant contains Articles, explanations, recommendations and appendices. Only the Articles are part of the “official” call to Town Meeting. The explanations and appendices are editorial and the recommendations expressed are those of the Finance Committee. Only the Articles are part of the official town meeting warrant.**

TOWN OF NORTHFIELD



WARRANT

Annual Town Meeting

Monday, May 1, 2017

At 7:00 o'clock in the evening at Pioneer Valley Regional School  
97 F. Sumner Turner Road

**Franklin, ss**

To any of the Constables of the Town of Northfield, in said County of Franklin, Commonwealth of Massachusetts.

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Northfield, who being qualified to vote in elections and Town affairs, to meet at the Pioneer Valley Regional School, 97 F. Sumner Turner Road, in said Northfield, on Monday, the first day of May, 2017 at 7:00 p.m.; then and there to act upon the enclosed articles, to wit:

In case all articles in the foregoing Warrant shall not be acted upon at the Meeting called for on Monday, May 1, 2017, to meet in Adjourned Sessions at such time and place as the meeting shall determine.

This building is accessible to the handicapped and designated parking is provided. If requested, at least one week before the meeting, warrants with large print can be available. Please call the Town Clerk's office at least one week before the Town Meeting at 413-498-2901 x112.

**Town of Northfield  
Report of the Finance Committee**

To the Citizens of Northfield:

As required by law, your Finance Committee is presenting a Balanced Budget to you for FY 2018.

We are pleased to be able to recommend funding of some of the Capital requests of our various Departments as well as to recommend funding to repair and maintain our Town buildings. We continue to operate with the 5-year Capital Plan that is updated annually. Requests are addressed as Articles on the Warrant. Each year we start in December to meet individually with our Department Heads and Chairs of the Boards and Committees to give them an opportunity to present and explain their needs for the ensuing year. We find all of these individuals to be very insightful as to their responsibilities, both to the group that they represent and to the Town as a whole. A prime concern is always the effect spending has on our Tax Rate.

Along with our Accountant, Debbie Mero, we determine as best we can at this point in time, what money we will have available. The Selectboard prioritizes the capital requests and we allocate the funds available as far as they will go. As a result, we can make recommendations for spending that we feel serve the best interests of the Town. We are including a 2% cost of living increase in wages and stipends. Other increases in wages reflect Step Increases as shown in the Town's Pay Plan.

For many years now, we have operated with very little savings which are represented by the "Stabilization Account." When we started receiving taxes on the campus property, we made the decision not to expend that money for the Town's operating expenses. Rather, we have used them to catch up on some much-needed Capital items as well as to make improvements to our infrastructure. With the possibility now of that property becoming tax exempt again, we feel we need to recommend saving as much as can this year in our Stabilization Account to provide for future contingencies. Funding for our recommendations comes from the appropriation of available funds and from Free Cash, which is derived from unexpended, appropriated funds from the prior year.

We are not recommending the full assessment of money requested by our PVRs District School Committee. We have given this a great deal of thought, and given the fact that the District enrollment has been decreasing dramatically for the past several years, we feel there should be more of a decrease in their Operating Budget.

We serve as your representatives in determining what spending is necessary while trying to ensure a reasonable tax rate for the services the Town provides to our residents.

We want to express our appreciation for the work of our Town Accountant, Debbie Mero, who attends all of our Finance Committee meetings. Her knowledge and willingness to be of assistance with whatever time is needed, are invaluable.

We would appreciate your support of our Recommendations. Thank you!

Sincerely,

The Northfield Finance Committee,

Lois M. Stearns, Chairman  
Daniel R. Campbell, Vice-Chairman  
Bonnie Tucker L'Etoile  
Chadwick Glover

Anthony Matteo  
Bernhard Porada  
  
Bethany Walker, Secretary

# TOWN OF NORTHFIELD FISCAL YEAR 2018 BUDGET SUMMARY

	FY2017	FY2018 REQUESTED	FINANCE COMMITTEE RECOMMENDED FY2018
<b>EXPENDITURES</b>			
Total Appropriations	8,730,988		
Omnibus		8,148,490	7,984,746
STM 12/5/16		339,676	339,676
Special Articles-Current FY- General Fund		16,062.00	16062.00
Special Articles-New FY- General Fund		1,152,198.00	1,152,198.00
ATM Special Articles-Enterprise Funds		446,239	446,239
ATM Special Articles-CPA Funds		75,850	75,850
Reserved for CPA Fund		30,000	30,000
Cherry Sheet Charges	8,559	5,353	5,353
Cherry Sheet Offsets	4,021	4,137	4,137
Overlay	177,014	50,000	50,000
<b>AMOUNT TO BE RAISED</b>	<b>8,920,582</b>	<b>10,268,005.10</b>	<b>10,104,261.10</b>
<b>REVENUES</b>			
Cherry Sheet Receipts	437,693	436,789	436,789
Local Est. Receipts	487,500	514,000	514,000
<i>(Actual FY16 \$569k w/o non-recurring)</i>			
Estimated Revenue-CPA	30,000	30,000	30,000
Free Cash FY17 articles		16,062.00	16,062.00
Free Cash FY18 articles (7/1/16 bal \$568,193)	241,000	550,000	550,000
Surplus Overlay (STM articles)	-	280,787	280,787
Surplus Overlay (balance \$57,627)	-	-	-
Stabilization	-	-	-
CPA Funds (STM articles)	-	-	-
Enterprise Funds (STM articles)	-	40,803	40,803
Enterprise Funds	373,056	388,897	388,897
Enterprise Funds-Transfer to General for indirect	32,000	32,000	32,000
CPA Funds	11,300	75,850	75,850
Other Avail Funds (STM articles)	-	18,086	18,086
Other Avail Funds (ATM articles)	9,000		
<b>TOTAL EST RECEIPTS &amp; AVAILABLE FUNDS</b>	<b>1,621,549</b>	<b>2,383,274.10</b>	<b>2,383,274.10</b>
AMOUNT TO BE RAISED BY TAXATION	7,299,033	7,884,731.00	7,720,987
MAXIMUM ALLOWABLE LEVY 2 1/2 = \$186,854	7,474,155	7,858,009	7,858,009
AMT UNDER MAXIMUM LEVY OVERRIDE	175,122	-	137,022
OVERRIDE OR EXCLUSIONS REQUIRED	-	26,722	-
	-	-	-
TAX RATE	16.45	17.31	16.95
TAX RATE AT LEVY LIMIT	16.84	17.25	17.25
<b>TOTAL VALUATION</b>	<b>\$ 443,710,184</b>	<b>\$ 455,408,521</b>	<b>\$ 455,408,521</b>

Note: Information for FY18 is a projection based on estimates. Based on assumptions contained in this model, approximately \$455,408 represents \$1 per thousand on the tax rate.

## **GLOSSARY OF TERMS**

**Appropriation:** An authorization to make expenditures and to incur obligations for specific purposes. An appropriation is granted by Town Meeting and is usually limited in time and amount as to when it may be expended. Any part of the general appropriation not spent or encumbered by June 30 automatically reverts to surplus, which may become Free Cash. A specific appropriation is carried forward from year to year until spent for the designated purpose or transferred by Town Meeting vote to another account.

**Assessed Valuation:** A valuation set upon real or personal property by the Board of Assessors as a basis for levying taxes.

**Budget:** A plan of financial operation consisting of an estimate of proposed expenditures for a given period and the means of financing them. The budget is voted in the spring at Town Meeting for the fiscal year that begins the following July 1st.

**Capital Budget:** A plan of proposed capital outlays and the means of financing them for the current year.

**Cherry Sheet:** An annual statement received from the Massachusetts Department of Revenue detailing estimated payments to the town for the next fiscal year and the estimated state and county government charges payable by the town. The Assessors in setting the tax rate use these amounts. The actual receipts and charges may vary from the estimates.

**Community Preservation Act (CPA):** The Town adopted the Community Preservation Act (CPA) in 2002. This Act allows the town to collect up to a 3% surcharge (Northfield has voted only 0.5%) on property tax bills (the funds can be matched up to 100% by the state when funds are available), which creates the Community Preservation Fund, to use for Community Preservation purposes. Each year, the town must appropriate, or reserve (but not necessarily spend), 10% of the funds for each of the three Community Preservation purposes: Open Space, Historic Resources, and Community Housing. The remaining 70% of the funds can be appropriated or reserved used for any of the three purposes and for Recreation and for administration.

**Debt Service:** Payment of interest and repayment of principal to holders of the Town's debt instruments.

**Fiscal Year:** A 12-month period, commencing July 1 and ending June 30, to which the annual budget applies. Fiscal years are often denoted FYXX with the last two numbers representing the calendar year in which it ends, for example, FY18 is the fiscal year ending June 30, 2018.

**Free Cash:** Free cash is the portion of unreserved fund balance available for appropriation. It is not cash but rather is approximately the total of cash and receivables less current liabilities and earmarked reserves reduced also by reserves for uncollected taxes. This is also referred to as "available cash". The amount is certified annually by the Massachusetts Department of Revenue.

**General Fund:** The major town-owned fund which is created with town receipts and which is charged with expenditures payable from revenues.

**Grant:** A contribution of assets by one governmental unit or other organization to another. Typically, these contributions are made to local governments from the state and federal governments. Grants are usually made for specific purposes.

**Line-Item Budget:** A format of budgeting that organizes costs by type of expenditure such as expenses, equipment, and salaries.

Overlay: The amount set aside to allow for uncollected property taxes. An amount for overlay is added to the appropriations and other charges. Overlay Surplus – see below.

Overlay Surplus: The unused amount of the overlay for prior years, which may be transferred, by a vote of the Town, to the reserve account or used for extraordinary items.

Property Tax Levy: The amount produced by multiplying the assessed valuation of property by the tax rate. The tax rate is expressed “per thousand dollars” of assessed valuation.

Reserve Fund: Money set aside by Town Meeting to be allocated by the Finance Committee for extraordinary or unforeseen expenditures.

Stabilization Fund: A special reserve funded by Town Meeting for future expenditures.

**Terms associated with Proposition 2½:**

Debt or Capital Exclusion: The Town can assess taxes in excess of the levy limit by voting a debt exclusion or capital outlay exclusion. This amount does not become a permanent part of the levy limit base, but does allow the Town to assess taxes for a specific period of time in excess of the limit for payment of debt service costs or for payment of capital expenditures.

Excess Levy Capacity: The difference between the Town's tax levy limit and its actual tax levy for the current year. It is the additional tax levy that could be raised without asking for an override.

New Growth: The amount of property tax revenue that the Town can add to its allowable tax levy as a result of new construction, alterations, subdivisions or change of use which increases the value of a parcel of land by more than certain amounts.

Override: An amount, voted by the Town, which is permanently added to the levy limit. A majority vote of the Selectmen allows an override question to be put on the ballot. Override questions must be presented in dollar terms and must specify the purpose of the override. Overrides require a majority vote of approval by the Town.

Tax Levy Limit: The maximum amount of the tax levy for a period under the restrictions of Proposition 2½. It is calculated as the prior year limit plus new growth plus 2.5% of the prior year levy limit.

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# TOWN OF NORTHFIELD



Commonwealth of Massachusetts

## WARRANT FOR ANNUAL TOWN MEETING Monday, May 1, 2017

At Seven O'clock in the Evening  
At the Pioneer Valley Regional School, 97 F. Sumner Turner Road

**ARTICLE 1:** To see if the Town will vote to waive the reading of the Warrant and the Notice to the Constables and act on the motions of the following articles; or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This article removes the requirement of the Moderator reading the entire warrant to Town Meeting at the start of the meeting.**

**ARTICLE 2:** To see if the Town will vote to hear and act upon the reports of the several Town Officers, Boards, Committees, Commissions and Trustees; or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This article authorizes Town Meeting to accept the Town Report and act on the recommendations of the Town Officers.**

**ARTICLE 3:** To see if the Town will raise and appropriate, or transfer from available funds a certain sum or sums of money to be added to the FY17 Snow Removal Expense, or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This article appears every year and is a vehicle to transfer money into the snow removal line of the budget in the event that it was in deficit due to the severity of the winter.**

**The Finance Committee recommends passage of this Article in the amount of \$16,062.**

**ARTICLE 4:** To see if the Town will vote to accept and expend any sum or sums of money that may be available from the Commonwealth of Massachusetts (Massachusetts Department of Transportation) for Chapter 90 type construction, improvements, and/or reconstruction of public ways and associated equipment; and to authorize the Selectboard to enter into contracts relative thereto, and to appropriate said sum or sums in anticipation of reimbursement from the Commonwealth; or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This article permits the Town to accept and spend money appropriated to the Town by the Commonwealth for road repairs and related expenses.**

**The Finance Committee recommends this Article.**

**ARTICLE 5:** To see if the Town will vote to authorize the Board of Selectmen to apply for state or federal grants, and to expend any monies received, as set forth in the appropriate grant application; or take any other action thereon or in relation thereto.

Requested by the Selectboard

**The Town Meeting has to authorize the Selectboard to apply for, accept, and use any funds that may be available to the Town under state or federal grants.**

**The Finance Committee recommends this Article.**

**ARTICLE 6:** To see if the Town will vote to approve that, upon exceeding the levy limit, any monies appropriated that exceed the Town Finance Committee recommendation under Article 7 and/or any other article of this Fiscal Year 2018 Annual Town Meeting, may be contingent upon the approval by the voters of an “override of Proposition 2 ½”; or take any other action thereon or in relation thereto.

Submitted by the Finance Committee

**This is called the “contingency article.” The Finance Committee has advanced a balanced operating and capital expense budget for the adoption of Town Meeting. If in the wisdom of Town Meeting, more money is appropriated than the recommended proposal from the Finance Committee and that additional money exceeds the levy limit then a special override vote would be needed to raise taxes to cover the added expenditure(s).**

**The Finance Committee recommends this Article.**

**ARTICLE 7:** To see if the Town will vote, under the provisions of the General Laws of Massachusetts, Chapter 41, §108, or any amendments thereto, to fix the salaries of all elected officials for Fiscal Year 2018, and raise and appropriate any sum or sums therefor, and further raise and appropriate any sum or sums of money for the maintenance of the several departments of the Town, and for other necessary charges, in accordance with the amount recommended by the Finance Committee as shown in the final column of the Warrant; or take any other action thereon or in relation thereto.

### FISCAL 2018 OMNIBUS BUDGET

GENERAL GOVERNMENT	FY17 Appropriation	FY18 Requested	Finance Committee Recommends
MODERATOR SALARY	55	57	57
MODERATOR EXPENSE	10	10	10
SELECTMEN SALARIES (Chair \$2,092; Member \$1,971)	6,034	6,215	6,215
TOWN ADMINISTRATOR SALARY	89,900	92,597	92,597
SECRETARY SALARY	45,225	47,639	47,639
SELECTMEN EXPENSE	16,810	17,060	17,060
TOWN ADMINISTRATOR EXPENSE	2,100	2,100	2,100
FINANCE COMM EXPENSE	1,448	1,511	1,511
RESERVE FUND	42,000	45,000	45,000
ACCOUNTANT SALARY	29,196	30,048	30,048
ACCOUNTANT EXPENSE	590	600	600
FINANCIAL ASSISTANT	3,166	3,261	3,261
ASSESSORS SALARIES (Chair \$1,941; Member \$1,800)	5,541	5,707	5,707
ASSESSORS CLERK WAGES	33,846	34,646	34,646
ASSESSORS PROPERTY INSPECTOR	16,500	16,500	16,500
ASSESSORS EXPENSE	13,390	13,495	13,495
TREASURER SALARY	17,856	18,755	18,755
TREASURER EXPENSE	4,500	4,500	4,500
TAX COLLECTOR SALARY	17,856	18,755	18,755
TAX COLLECTOR EXPENSE	6,200	6,200	6,200
TOWN LEGAL EXPENSE	20,500	22,500	22,500
COMPUTER SUPPLY & SERVICE	44,500	43,000	43,000
TAX TITLE	2,300	2,300	2,300
COPY MACHINE SUPPLY/SERVICE	2,000	2,000	2,000
TOWN CLERK SALARY	34,901	35,955	35,955
TOWN CLERK EXPENSE	4,800	4,600	4,600
ELECTIONS & REGISTRATIONS	13,500	10,750	10,750
CONSERVATION COMM EXPENSE	3,538	3,616	3,616
PLANNING BOARD EXPENSE	4,035	3,955	3,955
ZONING BOARD OF APPEALS EXPENSE	3,700	4,034	4,034
OPEN SPACE COMM	1,400	1,400	1,400
LAND DAMAGES	1	1	1
AG COMM EXPENSE	500	500	500
TOWN HALL CUSTODIAN WAGES	16,445	16,938	16,938
BLDG MAINT PERSON	38,813	37,402	37,402
TOWN HALL MAINT.	46,025	49,500	49,500
TOWN BLDG ELEVATOR & ALARM	12,000	10,000	10,000
TOWN BLDG SEWER USE	2,200	2,200	2,200
TOWN REPORTS	600	600	600
TOWN CLOCK	175	175	175
<b>TOTAL</b>	<b>604,156</b>	<b>616,082</b>	<b>616,082</b>

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**PUBLIC SAFETY**

POLICE SALARIES & WAGES	319,204	336,122	336,122
POLICE OPER EXPENSE	59,430	60,491	60,491
FIRE DEPT SALARIES	5,520	5,686	5,686
FIRE DEPT WAGES	43,281	44,579	44,579
FIRE DEPT OPER EXPENSE	21,500	22,887	22,887
FIRE DEPT HOSE & EQUIP	8,500	9,000	9,000
FIRE DEPT INSPECTION FEES	3,000	3,000	3,000
FIRE HYDRANTS	5,460	5,460	5,460
FIRE STATION MAINTENANCE	21,830	19,800	19,800
FIRE PONDS	3,000	3,000	3,000
BLDG INSPECTOR SALARY	26,480	27,274	27,274
BLDG INSPECTOR EXPENSE	1,250	1,250	1,250
GAS INSPECTIONS	2,500	2,500	2,500
PLUMBING INSPECTIONS	2,500	2,500	2,500
WIRE INSPECTION	3,080	3,080	3,080
CIVIL DEFENSE	2,800	4,000	4,000
DOG OFFICER SALARY	3,402	3,504	3,504
DOG OFFICER EXPENSE	2,400	2,400	2,400
TREE DEPT EXPENSE	10,000	10,000	10,000
CONSTABLE WAGES	1,090	1,123	1,123
CONSTABLE EXPENSE	30	300	300
FENCE VIEWERS, ETC	1	1	1
<b>TOTAL</b>	<b>546,258</b>	<b>567,957</b>	<b>567,957</b>

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**EDUCATION**

ELEMENTARY SCHOOL MAINTENANCE	12,500	12,500	12,500
SCHOOL COMMITTEE STIPENDS (Chair \$293; Member \$212)	696	717	717
PVRS ASSESSMENT	4,302,137	4,465,881	4,302,137
PVRS TECHNOLOGY LN	50,972	52,010	52,010
FCTS OPER ASSESSMENT	607,938	569,124	569,124
FCTX CAPITAL ASSESSMENT	0	0	0
<b>TOTAL</b>	<b>4,974,243</b>	<b>5,100,232</b>	<b>4,936,488</b>

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**PUBLIC WORKS AND FACILITIES**

HIGHWAY SUPERINTENDENT EXPENSE	13,000	17,400	17,400
HIGHWAY DEPT WAGES	283,052	293,653	293,653
HIGHWAYS, BRIDGES & RAILS	185,375	185,375	185,375
OIL & STONING	70,000	70,000	70,000
HIGHWAYS TOOLS	1,260	1,260	1,260
SNOW REMOVAL EXPENSE	75,390	75,390	75,390
STREET LIGHTS	16,000	15,500	15,500
MACHINE MAINT	90,000	100,000	100,000
HIGHWAY GARAGE MAINT	13,050	13,050	13,050
HIGHWAY BOUNDS,SURVEYS,LISTS	1	1	1
SOLID WASTE DISTRICT	10,638	11,196	11,196
TRANSFER STATION	127,521	130,531	130,531
CEMETERY WAGES & EXPENSE	25,000	30,000	30,000
<b>TOTAL</b>	<b>910,287</b>	<b>943,356</b>	<b>943,356</b>

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**HEALTH AND HUMAN SERVICES**

BOARD OF HEALTH SALARIES	2,539	2,615	2,615
SEPTIC INSPECTION FEES	1,500	1,500	1,500
BOARD OF HEALTH EXPENSE	8,847	9,346	9,346
SHARED HEALTH AGENT	11,458	11,658	11,658
ANIMAL INSPECTOR	2,460	2,527	2,527
COUNCIL ON AGING	52,924	55,394	55,394
SOLDIERS RELIEF	42,000	42,000	42,000
<b>TOTAL</b>	<b>121,728</b>	<b>125,040</b>	<b>125,040</b>

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**CULTURE, RECREATION, OTHER**

DICKINSON LIBRARY WAGES	115,192	120,350	120,350
DICKINSON LIBRARY EXPENSE	42,179	41,535	41,535
NFLD FARMS LIBRARY	625	650	650
RECREATION COMM	7,049	7,116	7,116
RECREATION COMM VOLUNTEER REC	250	250	250
RECREATION PROGRAM DIRECTOR	4,336	4,567	4,567
MAINT. ATHLETIC FIELD	6,750	6,750	6,750
COMMUNITY PARK COMM EXPENSE	450	450	450
HISTORICAL COMMISSION	500	500	500
MAINTENANCE HISTORIC MARKDERS	0	1,000	1,000
MEMORIAL DAY	2,000	2,000	2,000
VETERANS MEMORIAL CTE	1,000	1,000	1,000
ALEXANDER HALL	300	300	300
FRCOG ASSESSMENT	26,696	27,301	27,301
VETERANS DISTRICT	4,821	6,172	6,172
<b>TOTAL</b>	<b>212,148</b>	<b>219,941</b>	<b>219,941</b>

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**DEBT SERVICE**

INTEREST ON SHORT-TERM NOTES	2,000	2,000	2,000
<b>TOTAL</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>

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**INSURANCE AND RETIREMENT**

COUNTY RETIREMENT	166,517	175,262	175,262
INSURANCE & EMPLOYEE BENEFITS	377,820	398,620	398,620
<b>TOTAL</b>	<b>544,377</b>	<b>573,852</b>	<b>573,852</b>
<b>GRAND TOTAL</b>	<b>7,915,157</b>	<b>8,148,490</b>	<b>7,984,746</b>

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or take any other action thereon or in relation thereto.

Submitted by the Finance Committee

**This Article advances the Operating Budget for the Town for the Fiscal Year that begins on July 1<sup>st</sup>. The Finance Committee has balanced the available revenue with the department requests and is advancing this budget for the approval of Town Meeting.**

**The Finance Committee recommends in favor of the amounts listed in the “Finance Committee Recommends” column (third column).**

**ARTICLE 8:** To see if the Town will vote to appropriate a sum or sums of money to operate the Emergency Medical Services Enterprise Fund as shown below:

Wages and Salaries	\$83,427
Expenses	\$80,337
Reserve Fund	\$3,000
Budgeted Surplus	\$0
Maturing Debt Principal	\$49,884
Interest	\$7,458
<u>TOTAL</u>	<u>\$224,146</u>

and that \$224,146 be raised as follows:

Department Receipts	\$166,804
Tax Levy	\$57,342
<u>TOTAL</u>	<u>\$224,146</u>

or take any other action thereon or in relation thereto.

Submitted by the Selectboard

**This Article authorizes the “Enterprise Fund” of the Emergency Medical Services Department of the Town. It permits the use of dedicated funds collected for the services provided to be spent within the fiscal year for the expenses of operating the department. It also includes \$57,342 to pay the note for the purchase of the new ambulance approved at the Annual Town Meeting in May of 2016.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 9:** To see if the Town will vote to authorize the Board of Selectmen to enter into an agreement for payment in lieu of taxes pursuant to G.L. c. 59, s. 38H(b), or any other enabling legislation, for taxes attributable to the 1,168 Megawatt pumped storage hydroelectric facility, principal place of business at 99 Millers Falls Rd and consisting of 116 parcels, on such terms and conditions and for a term of years as the Board of Selectmen deems in the best interests of the Town, and take any other action necessary or convenient for the implementation and administration of such agreement; or take any action in relation thereto.

Requested by the Selectboard

**This Article requests that Town Meeting vote to authorize the Selectboard to negotiate future PILOT programs if the need arises for such a program(s) in the future**

**ARTICLE 10:** To see if the Town, pursuant to the provisions of MGL c. 59, s. 38H(b) or any other enabling authority, approve, ratify and confirm the May 12, 2016, Tax Valuation Agreement ("Payment in Lieu of Taxes") for real and personal property taxes attributable to a 1.168 megawatt pumped-storage, hydroelectric energy facility on property owned and operated by First Light Hydrogenating Co. consisting of 116 parcels *under the terms and conditions outlined in the said agreement attached to this warrant as Appendix 3*; and further to authorize the Board of Selectmen to take all actions necessary or appropriate to administer and implement said agreement; or take any action in relation thereto.

Requested by the Selectboard

**This Article is housekeeping in nature as it requests that Town Meeting ratify the agreement made May 12, 2016, between First Light and the Town of Northfield**

**ARTICLE 11:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to purchase a Gas Detector, or take any other action relative thereto.

Requested by the Selectboard

**This Article requests \$4,500 to be expended for a replacement gas detector for the Fire Department.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 12:** To see if the Town will vote to appropriate a sum or sums of money to operate the Sewer Enterprise Fund as shown below:

Sewer Commissioner Salaries	\$1,571
Sewer Dept. Collector	\$3,724
Sewer Dept. Wages	\$91,953
Oper. & Maint. Sewer Plant	\$84,270
Reserve Fund	\$10,000
Maturing Debt - Principal	\$30,000
Maturing Debt - Interest	\$575
<u>TOTAL:</u>	<u>\$222,093</u>

and that \$222,093 be raised as follows:

Department receipts	\$222,093
Tax levy	-0-
<u>TOTAL:</u>	<u>\$222,093</u>

or take any other action thereon or in relation thereto.

Submitted by the Sewer Commission

**This Article authorizes the “Enterprise Fund” for the operation of the Sewer Department. It permits the use of dedicated funds collected for the services provided to be spent within the fiscal year for the expenses of operating the sewer department.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 13:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, file for grant(s) and/or match funds provided in grants, or otherwise provide a sum or sums of money to be expended by the Sewer Commission for the purpose of producing a twenty-year plan for the Wastewater Plant and system and an Inflow & Infiltration Phase I Evaluation Project or take any action relative thereto.

Submitted by the Sewer Commission

**This article requests the borrowing of \$115,000 to be appropriated to conduct a twenty-year forecast study of the Wastewater system and an “Inflow & Infiltration Evaluation which is required by the Massachusetts Department of Environmental Protection. The principal and interest on this borrowing will be paid by the Sewer Enterprise Fund.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 14:** To see if the Town will vote to re-authorize the revolving fund for the maintenance and operation of the Highway Department’s bucket truck per the provisions of Massachusetts General Laws, Chapter 44, §53E ½, for which revenues received from other towns as their share of the cost of ownership and operation of the bucket truck will be deposited into the fund and expended to pay related costs under the direction of the Selectboard, and the total expenditures for the fiscal year beginning July 1st next will be limited to \$2,000; or take any action relative thereto.

Submitted by the Selectboard

**This Article seeks to renew the revolving fund for the operation of the bucket truck. State law requires this type of fund to be re-authorized by Town Meeting every year. Several towns share the truck and each town makes a contribution to the fund for its operation and maintenance.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 15:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to replace, repair, and to bring to code a portion of the electrical wiring in the Town Hall, or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This Article seeks to fund Phase III of the re-wiring of Town Hall. Last year, money was appropriated for Phase II, which included replacing and updating of the original wiring in Town Hall which was installed in the late ‘20’s and is now a safety concern. Phase II has been**



**completed and the Town needs to continue the physical implementation. After the completion of this final phase, the electrical system at the Town Hall will be up to code.**

**The Finance Committee recommends in favor of this Article in the amount of \$100,000.**

**ARTICLE 16:** To see if the Town will vote to accept the recommendations of the Town Zoning Revision Committee by replacing the Protective Regulations By-Law, adopted in 1987 with the Northfield Protective Zoning By-Law 2017, a copy of which is available at the Town Clerk's Office, the Town Administrator's Office, or online at [www.northfieldma.gov](http://www.northfieldma.gov), or take any other action relative thereto.

Requested by Selectboard

**This Article requests the adoption of a global revision of the protective zoning regulation. The need to update the Town's protective regulations was identified in the Town Master Plan. The re-write address areas of concern that conflict with current state laws and updates the zoning rules and regulations. This is the culmination of a multi-year process first identified in 2012 as part of the Master Plan. Two advertised public hearings have been held along with numerous outreach meetings. Public comments and suggestions were incorporated where appropriate.**

**ARTICLE 17:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to be expended by the Town Clerk to codify the 2017 Northfield Zoning By-Law as adopted at the Annual Town Meeting held on May 1, 2017, or take any other action relative thereto.

Requested by the Selectboard

**The Town needs a properly codified, searchable document, maintained on the website for Zoning reference.**

**The Finance Committee recommends in favor of this Article in the amount of \$11,500.**

**ARTICLE 18:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to be expended under the direction of the Selectboard for the removal of trash and other items of solid waste from a Town acquired parcel of land located at 314 Caldwell Road, or take any other action relative thereto.

Requested by the Selectboard

**This Article requests funds to begin the clean-up of a parcel of land acquired by the Town for non-payment of taxes and identified by the Department of Environmental Protection as an illegal solid waste disposal site.**

**The Finance Committee recommends in favor of this Article in the amount of \$100,000.00.**

**ARTICLE 19:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to make repairs to the Town Hall parking lot drainage, located at 69 Main Street, or take any other action relative thereto.

Requested by the Selectboard

**This Article requests funds be appropriated and expended to rectify the drainage problems at Town Hall, to prevent parking lot and building flooding and to prevent the asphalt pavement from rupturing due to continuing water damage.**

**The Finance Committee recommends in favor of this Article in the amount of \$100,000.00.**

**ARTICLE 20:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to be expended to purchase a truck and plow to be utilized by the Highway Department, or take any other action relative thereto

Requested by the Selectboard

**This Article requests funds to be appropriated for a truck with plow package to be utilized by the Highway Department. This truck will replace an older vehicle in the fleet as identified for replacement under the capital plan**

**The Finance Committee recommends in favor of this Article in the amount of \$170,000. The appropriation would be from taxation (raise & appropriate) and from available free cash.**

**ARTICLE 21:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to purchase and install a new compactor to be utilized at the Transfer Station, or take any other action relative thereto.

Requested by the Board of Health

**This Article requests funds to replace and update an existing, aging compactor with more efficient equipment. The current compactor is requiring excessive service and maintenance and has reached the end of its useful life.**

**The Finance Committee recommends in favor of this Article in the amount of \$35,000.**

**ARTICLE 22:** To see if the Town will vote to re-authorize the revolving fund for Fiscal Year 2018 in accordance with M.G.L. Chapter 44 Section 53E½ for the receipts related to the Town's recycling program and expenditures for the operation of the Town's solid waste and recycling programs, to be under the authority of the Board of Health, and not to exceed \$60,000 in expenditures in Fiscal Year 2018; or take any other action relative thereon or in relation thereto.

Submitted by the Board of Health

**This Article re-authorizes the revolving fund for the Recycling Program. Under Massachusetts General Law, Chapter 44, Section 53E½, this type of revolving fund must be reauthorized annually.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 23:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide the sums recommended, or any other sum or sums of money for projects at the Northfield Elementary School as set forth as follows;

Item Description	Request	Finance Committee Recommends
Carpeting/Flooring	9,000	9,000
Window Refurbishment, Repair, Replace	18,000	18,000
North Building Roof	10,000	10,000
Wiring Upgrade	15,000	15,000
Parking lot	60,000	60,000
Total	\$112,000	\$112,000

or take any other action relative thereon or in relation thereto.

Requested by the Selectboard

**This Article puts forth several projects that are related to the capital upkeep, maintenance, as is the responsibility of the ownership of the Elementary School.**

**The Finance Committee recommends in favor of this Article in the amounts requested.**

**ARTICLE 24:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money for the Town of Northfield's share of the Pioneer Valley Regional School District (PVRS) Capital Projects requests as follows;

Item Description	Request	Finance Committee Recommends
Gutters:		
Gym Entrance	6,250	6,250
Back of building over cafeteria/mechanical rooms	10,920	10,920
Carpet/Flooring Replacement		
3 classrooms-carpet tile product with installation	3,000	3,000
Library carpet tile product with installation	17,535	17,535
Total	\$37,705	\$37,705
<b>Northfield's Share (50.92%)</b>		<b><u>\$19,198</u></b>

or take any action relative thereon or in relation thereto.

Submitted by the Pioneer Regional School  
District Committee

**This Article requests several projects that are related to the upkeep and maintenance of the Pioneer Valley Regional School building.**

**The Finance Committee recommends in favor of this Article in the amounts requested.**

**ARTICLE 25:** To see if the Town will reserve from FY 2018 Community Preservation Fund - Estimated Revenues, the sum of \$1,500 for administrative expenses, 10% (\$3,000) for open space purposes; 10% (\$3,000) for historic preservation; 10% (\$3,000) for affordable housing; and the remaining \$19,500 to the FY 2018 Community Preservation Fund budgeted reserve; or take any action relative thereto.

Submitted by the Community Preservation Committee

**This Article is in compliance with Massachusetts General Law which requires the reserving of certain percentages of the Community Preservation Act funds for specific purposes. This is done annually at Town Meeting.**

**The Finance Committee recommends in favor of this Article in the amounts requested.**

**ARTICLE 26:** To see if the Town will vote to appropriate for historic preservation purposes the sum of \$75,000 from the Community Preservation Fund balance for Historic Preservation and/or the Undesignated Fund Balance of the Community Preservation Act funds account and/or the FY18 budgeted reserves of the Community Preservation Fund to make repairs and improvements to the entrance to the north building of the Elementary School, or take any other action relative thereon or in relation thereto.

Submitted by the Community Preservation Committee

**This Article request funds to repair and preserve the historically important entrance of the north building of the Elementary School.**

**The Finance Committee recommends in favor of this Article in the amount requested.**

**ARTICLE 27:** To see if the Town will vote to appropriate for historic preservation purposes the sum of \$850 from the Community Preservation Fund balance for Historic Preservation and/or the Undesignated Fund Balance of the Community Preservation Act funds account and/or the FY18 budgeted reserves of the Community Preservation Fund to catalogue and preserve historical documents housed in the Dickinson Memorial Library or take any other action relative thereon or in relation thereto.

Submitted by the Community Preservation Committee

**This Article request would assist in the preservation of historically significant documents stored at the Library**

**The Finance Committee recommends in favor of this Article in the amount requested.**

**ARTICLE 28:** To see if the Town will vote to raise and appropriate, transfer from available funds or otherwise provide a sum or sums of money to the Stabilization Fund, as established in accordance with the provisions of Massachusetts General Law, Chapter 40, Section 5B, or take any other action thereon or in relation thereto.

Requested by the Selectboard

**The Finance Committee recommends this Article in the amount of \$500,000.00. The Stabilization Fund is Northfield's "savings account" for the future needs of the Town. It is vitally important to the financial health of the Town to provide for the future.**

**The Finance Committee recommends in favor of this Article.**

**ARTICLE 29:** To see if the Town will vote to acknowledge the following Declaration:

Be it known, that the Town of Northfield is a compassionate community whose residents respect the rights, dignity, and integrity of its citizens and visitors. As a welcoming community, we celebrate diversity, honor privacy and safety, and affirm and promote equality for all.

And furthermore, to instruct the Town Clerk to send a copy of this Declaration to our Senators and Representatives in Congress and in the Massachusetts Legislature; the Governor of the Commonwealth; and to be posted at Town buildings and on the Town website.

or take any other action relative thereon or in relation thereto.

Submitted by Citizen Petition

**ARTICLE 30:** To see if the Town will adopt the resolution outlined in Appendix 2 of this document, to wit

#### **RESOLUTION**

**WHEREAS** the efficient administration of Town affairs is achieved through the largely voluntary assumption of official responsibilities by elected or appointed officers combined with the loyal and faithful service of salaried employees, and,

**WHEREAS** certain persons have during the calendar year of 2016 concluded periods of service during which they have made substantial contributions to the public weal,

**BE IT RESOLVED** that the names and nature of service of the following named persons be herewith noticed and recorded in the minutes of this Annual Town Meeting of 2017 in grateful recognition of their work on behalf of the Town,

or take any other action thereon or in relation thereto.

Requested by the Selectboard

**This Article seeks to recognize and express the Town's gratitude for the service rendered by the parties listed in the Appendix of this document.**

**Warrant for the Annual Town Election  
In the Town of Northfield, Massachusetts  
COMMONWEALTH OF MASSACHUSETTS**

**FRANKLIN, SS.**

To any of the Constables in the Town of Northfield, in the County of Franklin,

**GREETINGS:**

You are directed to notify and warn the inhabitants of the Town of Northfield, qualified to vote in the elections and Town affairs, to meet at the Northfield Town Hall, 69 Main Street, in Northfield on Tuesday, May 2, 2017 at noon (12:00 o'clock), then and there to bring in their votes by ballot for the following officers for the coming year:

- One member of the Board of Selectmen for a Three year term
- One member of the Board of Assessors for a Three year term
- One member of the Board of Assessors for a One year term
- One member of the Board of Health for a Three year term
- Two members of the Board of Library Trustees for Three year terms
- One member of the Planning Board for a Five year term
- Two members of the Recreation Commission for Three year terms
- One member of the Sewer Commission for a Three year term
- One member of the Sewer Commission for a One year term
- One member of the Board of Trustees of Veterans Memorials (veteran) for a Three year term
- One member of the Board of Trustees of Veterans Memorials (non-veteran) for a Three year term

The polls will open at 12:00 o'clock (noon) and close at 8:00 o'clock p.m. And you are directed to serve this Warrant by positing up attested copies thereof at the Town Hall, the U.S. Post Office in Northfield, the Dickinson Memorial Library, the Field Library, Northfield Farms, and the V.F.W, West Northfield, in said Town seven days at least before said voting.

Hereof fail not, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of meeting, as foresaid.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, two thousand and seventeen.

**THE BOARD OF SELECTMEN**

\_\_\_\_\_  
John G. Spanbauer, Chairman

Attest:

\_\_\_\_\_  
Tracy A. Rogers

\_\_\_\_\_  
Daniel R. Campbell, Town Clerk

\_\_\_\_\_  
Julia A. Blyth

\_\_\_\_\_  
Date

**FRANKLIN SS.**

Pursuant to the within Warrant, I have notified and warned the inhabitants of the Town of Northfield by posting up attested copies of the same at the Town Hall, the U.S. Post Office in Northfield, the Dickinson Memorial Library, the Field Library, Northfield Farms and V.F.W., West Northfield, in said Town seven days at least before date hereof, as within directed.

\_\_\_\_\_  
Constable of Northfield

\_\_\_\_\_  
Date

**MAY REMOVE AFTER MAY 2, 2017**

## **APPENDIX 1: Town Meeting Parliamentary Procedure**

Parliamentary procedure has a long history. Originating in the early English Parliaments it came to America with the first European settlers and became uniform in 1876 when Henry Robert published his manual, known as “Robert’s Rules of Order.” The Town of Northfield has adopted the manual known as “Town Meeting Time” as its rule and guide for the conduct of Town Meetings.

Parliamentary procedure means that everyone may be heard and to come to decisions without confusion. It means democratic rule, flexibility, the protection of rights and most importantly a fair hearing for everyone.

The basic parts of parliamentary procedure provide for the presentation of motions, the seconding or the expression of support of another’s motion, an opportunity to debate and an ability to make a decision.

There are five general types of motions:

- Main Motion: These introduce subjects for consideration.
- Subsidiary Motions: These change how the main motion is handled. (They are voted on before the main motion.)
- Privileged Motions: These concern special or important matters not related to the pending business. In general, they are considered before other types of motions.
- Incidental Motions: These are questions of procedure that arise out of other motions and they must be considered before the other motion.
- Motions that bring a question again before the assembly: These enable certain items to be reconsidered. In general, they are brought up when no business is pending.

Some questions relating to motions:

- Is it in order? Your motion must relate to the business at hand and be presented at the right time. It must not be obstructive, frivolous or against the law.
- May I interrupt the speaker? Some motions are so important that the speaker may be interrupted to make them. The original speaker regains the floor after the interruption has been attended to.
- Do I need a second? Usually, yes, A second indicates that another member would like to consider your motion and it prevents spending time on a question that interests only one person.
- Is it debatable? Parliamentary procedure guards the right to free and full debate on motions. However, some subsidiary or privileged and incidental motions are not debatable.
- Can it be amended? Striking out or inserting wording, or both can change some motions. Amendments must relate to the subject as presented in the main motion.
- What vote is needed? Most require only a majority vote (more than half the members present and voting). But, motions concerning the rights of the town meeting, borrowing, and some other miscellaneous subjects may require “supermajorities” of ¾ or 9/10’s depending on the applicable state law.
- Can it be reconsidered? Some motions can be debated again and revoted to give members a chance to change their minds. The motion to reconsider must come from the “winning” side.

How Do I Present My Motion?

Obtain the Floor:

- Wait until the previous speaker is finished.
- Rise and address the Moderator. Say, “Mr. Moderator.”
- Wait until you are recognized.
- State your name and address for the record.

Make your motion:

- Speak clearly and concisely.
- State your motion affirmatively. Say, “I move that we do....” Instead of “I move that we do not...”

- Stay on the subject and avoid personal attacks.

You wait for a second:

- Another member will say, "I second the motion."
- Or the Moderator will call for a second.
- If there is no second, your motion will not be considered. (Motions made at the direction of a board or committee (more than one person) do not require a second.)

The Moderator states your motion:

- The Moderator must say, "It is moved and seconded that we..."
- After this happens, debate or voting can occur.
- Your motion is now "assembly property," and you can't change it without the consent of the body.

You expand on your motion:

- As the person who made the motion, you are allowed to speak first.
- Direct all comments to the Moderator
- Keep to the time limit for speaking.
- You may speak again after all other speakers are finished.
- You may speak a third time by a motion to suspend the rules with a 2/3 vote.
- The Moderator puts the question:
- The Moderator asks, "Are you ready for the question?"
- If there is no more debate, or if a motion to stop debate is adopted, a vote is taken.
- The Moderator announces the result.

The method of voting on a motion:

- Voice: The Moderator asks those in favor to say "aye" and those opposed to say "no." A member may move for an exact count.
- General Consent: When a motion isn't likely to be opposed, the chair says, "If there is no objection..." Members show consent by their silence. If someone says, "I object," the matter must be put to a vote.
- Show of hands: Members raise their hands to verify a voice vote, or as an alternative to it. This does not require a count. A member may move for an exact count.
- Ballot: Members write their vote on a slip of paper and is done when secrecy is desired.

More Motions:

A motion to lay on the table: This motion is used to lay something aside temporarily to take care of more urgent matters. It should not be used to prevent debate or to kill a question. Members can "take from the table" a motion for reconsideration. This must happen by the end of the town meeting.

A motion to indefinitely postpone: This is a parliamentary strategy. It allows members to dispose of a motion without making a decision for or against. This is useful in case of a badly chosen main motion for which either a "yes" or "no" vote would have undesirable consequences.



## **APPENDIX 2: A Resolution of Gratitude**

**WHEREAS** the efficient administration of Town affairs is achieved through the largely voluntary assumption of official responsibilities by elected or appointed officers combined with the loyal and faithful service of salaried employees, and,

**WHEREAS** certain persons have during the calendar year of 2016 concluded periods of service during which they have made substantial contributions to the public weal,

**BE IT RESOLVED** that the names and nature of service by the following named persons be herewith noticed and recorded in the minutes of this Annual Town Meeting of 2017 in grateful recognition of their work on behalf of the Town:

Agricultural Commission	David Brassor
Assessors	Tom Shearer
Board of Health	Tom Walker
Board of Selectmen	Jed Proujansky
Board of Trustees of Veterans Memorials	Charles Handren
Community Park Committee	Suzanne Handren; Laura Kaye
Community Preservation Committee	Suzanne Handren, Jessie Wiggin, Eleanor Goodman
Council on Aging	Irene Jurkowski, Leona Labor, Lloyd Parrill, Genevieve Clark
Highway Department	Andrew Boyden
Historical Commission	Jessie Wiggin, Joel Fowler
Natural Hazard Mitigation Plan	Tom Walker, Rob Leighton
Open Space Committee	Leslie Powers
Planning Board	Sara Monette, secretary
Police Dept	Adam Paicos
Recreation Commission	Jeremy Underwood, Suzanne Handren, John Faille
Sewer Commission	Tom Walker, Raymond Zukowski
Stewardship Advisory Committee	Julia Blyth
Town Administrator	Brian S. Noble
Town Hall Master Plan	Tom Walker
Trust Fund Committee	Andrea Dale
Veterans' Graves Officer	Edward Doolittle
Zoning Board of Appeals	Ed Shearer

**THE TOWNSPEOPLE OF NORTHFIELD  
MAY2017**

## **APPENDIX 3: Tax Valuation Agreement**

### **TAX VALUATION AGREEMENT**

THIS TAX VALUATION AGREEMENT (the "Agreement") is made and entered into as of the 12th day of May 2016, by and between the Town of Northfield, a municipal corporation and body politic of the Commonwealth of Massachusetts having its offices at 69 Main Street, Northfield, Massachusetts (the "Town"), and FirstLight Hydro Generating Company, a Connecticut corporation having its principal place of business at 99 Millers Falls Road, Northfield, Massachusetts ("FirstLight"). The Town and FirstLight may be collectively referred to hereafter as the Parties.

#### **RECITALS**

WHEREAS, FirstLight owns a 1,168 megawatt pumped-storage hydroelectric plant (the "Facility"), which is partially located on land owned by FirstLight in the Town;

WHEREAS, the real and personal property owned by FirstLight in the Town is subject to local property taxation.

WHEREAS, valuation of property associated with an electric power generation plant for local tax purposes poses unique difficulties and involves complex procedures that must be implemented by the Town on an annual basis;

WHEREAS, FirstLight has filed petitions with the Massachusetts Appellate Tax Board disputing the assessment of its property in the Town in fiscal 2014 and fiscal 2015 (the "ATB Appeals");

WHEREAS, FirstLight has filed abatement applications with the Town disputing the assessment of its property in fiscal 2016 (the "Abatement Applications");

WHEREAS, the Parties wish to resolve the ATB Appeals and Abatement Applications and set forth their understanding regarding the valuation of all real and personal property owned by FirstLight in the Town for property tax purposes;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Property to be Taxed.** The property owned by FirstLight which shall be taxed subject to the terms of this Agreement is described in Exhibits A and B attached hereto (the "Subject Property"). The Subject Property includes all of First Light's real and personal property located in the Town and shall also include any material additions, improvements or other changes to the Subject Property which occur after the execution of this Agreement, but shall not include any costs associated with normal repairs to or maintenance of the Facility. This Agreement covers all real and personal property taxation charges, not including however, the Community Preservation Act charges.
2. **Term.** This Agreement shall govern the taxation of the Subject Property for fiscal year 2017 through, and including, fiscal year 2019, unless otherwise provided herein. This Agreement may sooner terminate: (i) pursuant to Section 6 herein, or (ii) by written notice from FirstLight in the event the Parties are unable to resolve any dispute pursuant to Section 15 of this Agreement, provided such notice is delivered within thirty (30) days after the mediation has concluded. Upon termination, the Town shall assess the Subject Property at its full and fair cash value.
3. **Assessed Valuation of the Subject Property.** The Parties agree that the full and fair cash value of the Subject Property shall be Eighty-Seven Million, Six Hundred Eighty-Three Thousand, Nine Hundred Ninety dollars. (\$87,683,990) for each of the fiscal years included in the term of this Agreement. This \$87,683,990 is comprised of \$85,000,000 (Eighty-Five Million) for Real Property and 2,683,990 (Two Million, Six Hundred Eighty Three Thousand, Nine Hundred Ninety dollars) for Personal Property (Personal Property figure is based on the state tax form 2, more commonly known as the Form of List, for FY17 reported by FirstLight's authorized tax agent, Duff & Phelps, LLC and will remain. the figure for the duration for the Tax Agreement.) For purposes of this Agreement, each fiscal year shall begin on July 1 and shall end on June 30 the following calendar year.
4. **Annual Certifications.** FirstLight shall submit to the Town no later than March 1 preceding the beginning of each fiscal year covered by this Agreement, an annual certification which lists its personal property and describes any material additions, improvements or retirements that have occurred since its last annual certification in accordance with G.L.c. 59, §29. In each annual certification, FirstLight shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided or omitted on such annual certification.

5. Reopeners.

- a. If, during the period of this Agreement, the Facility either is (i) prevented from operation for a period of six consecutive months due to any reason, or (ii) is taken out of service permanently, FirstLight and the Town will meet to discuss the effect of such action on the valuation of the following tax year. If the Parties are unable to reach agreement on this issue, despite their best efforts, the Town and FirstLight shall have the right to address the issue pursuant to Section 15 of this Agreement.
- b. In the event of a material change to the Facility (excluding any normal repair and maintenance or installation of pollution control equipment), that would change the capacity of the plant by at least 100 megawatts (MW), and thereby could change the valuation of the Facility by reasons other than described in subsection (a) above, the Town and FirstLight will meet to review and discuss whether any changes will be warranted for that Fiscal Year. If the Parties are unable to reach agreement on this issue, despite their best efforts, the Town and FirstLight shall have the right to address the issue pursuant to Section 15 of this Agreement.
- c. The deadlines for sending a Party a request for an adjustment for either of the above adjustments to be effective for a fiscal year covered by this Agreement are as follows: April 1, 2016 to be effective for fiscal year 2017, April 1, 2017 to be effective for fiscal year 2018, and April 1, 2018 to be effective for fiscal year 2019. The deadline for reaching final agreement on an adjustment is July 1 of each year.

6. Amount and Timing of Payments; Failure to Make Timely Payments; Right to Cure. Subject to the provisions of Sections 3 and 4 hereof, the total amount of taxes to be paid by FirstLight in any fiscal year shall equal the valuation for said fiscal year multiplied by the unified tax classification rate currently in effect in the Town. Payments due under this Agreement shall be billed in accordance with G.L. c. 60, §3. FirstLight shall make payment within the time period specified on the relevant Town semi-annual real and/or personal property tax bill; provided, however, that the Town must issue each semi-annual bill to FirstLight in a manner consistent with the Town's issuance of semi-annual bills to other taxpayers. If the due date for any payment is not a Business Day (a day in which major banks in Boston, Massachusetts are open for business, excluding any Saturday and Sunday), the due date for payment shall be the following Business Day. FirstLight's failure to make any payment required under this Agreement by the applicable due date shall not constitute a breach of the Agreement, provided such failure (i) is remedied within two (2) Business Days after FirstLight's receipt of written notice from the Town, or (ii) is the subject of a good faith dispute, or (iii) resulted from events, acts, or circumstances outside FirstLight's control such as extreme weather events, acts of god, war, or similar uncontrollable events. Except as provided for in this Paragraph 6, the Town, based on FirstLight's breach of the Agreement by its failure to make payment, can immediately terminate this Agreement upon written notice to FirstLight. Interest shall accrue on all late payments in accordance with G.L. c. 59, §57.

7. Change in Tax Classification System. In the event the Town elects to modify its tax classification rate by adopting more than one use classification, the Subject Property shall be taxed at the applicable tax rate for commercial/industrial real property and the applicable tax rate for personal property.

8. Representations and Warranties of FirstLight. FirstLight hereby makes the following representations and warranties to the Town:

- a. FirstLight is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut and has the full authority to carry on its business as it is now being conducted.
- b. FirstLight has taken all necessary corporate action to authorize and approve the execution and delivery of this Agreement.
- c. To the best of FirstLight's knowledge, none of the documents or information furnished by or on behalf of FirstLight to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.
- d. The person executing this Agreement on behalf of FirstLight has the full power and authority to bind it to each and every provision of this Agreement.
- e. In the event of a dispute over any term or provision of this Agreement, FirstLight waives any defense or claim that this Agreement is unenforceable as a matter of law.
- f. FirstLight is the sole owner of the Subject Property.
- g. The description of the Subject Property set forth in Exhibit A is accurate.

9. Representations and Warranties of the Town. The Town hereby makes the following representations and warranties to FirstLight:
- The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.
  - The Town has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
  - The person or persons executing this Agreement on behalf of the Town have the full power and authority to bind it to each and every provision of this Agreement.
  - In the event of a dispute over any term or provision of this Agreement, the Town waives any defense or claim that this Agreement is unenforceable as a matter of law.
10. ATB Appeals, Abatement Applications and Future Abatements. Upon the full execution of this Agreement, FirstLight shall withdraw the ATB Appeals and the pending Abatement Applications. For so long as this Agreement remains in effect, FirstLight agrees that it will not seek an abatement or reduction of the amounts due to the Town hereunder and waives all such rights to the fullest extent permitted by law. FirstLight may only challenge valuation adjustments on a forward basis pursuant to Section 5 of this Agreement; i.e. should FirstLight fail to make a timely request for a reopening pursuant to Section 5, its right to challenge a valuation adjustment for that fiscal year is permanently and irrevocably waived.
11. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent to the individuals and addresses set forth below. Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery-within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section 11 by giving notice thereof in the manner required herein.
- If to the Town:
- Board of Assessors Office  
Northfield Town Hall  
69 Main Street  
Northfield, MA 01360
- With a copy to:
- Brian S. Noble, Town Administrator  
Northfield Town Hall  
69 Main Street  
Northfield, MA 01360
- If to FirstLight:
- FirstLight Hydro Generating Company  
99 Millers Falls Road  
Northfield, MA 01360
- With a copy to:
- Sydney Free, Tax Director  
GDF SUEZ Energy North America, Inc.  
1990 Post Oak Blvd., Suite 1900  
Houston, TX 77056
12. Entire Agreement; Construction with Other Agreements. Except as expressly provided herein, this Agreement, along with the Exhibits attached hereto, constitute the entire and complete agreement of the Parties with respect to the taxation by the Town of the Subject Property, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the Parties intended to be bound thereby.
13. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder, provided however, that in the event FirstLight sells or conveys a portion of the Site (as such term is defined in Exhibit A attached hereto) that is not used in connection with the generation of electric power at the Facility, such portion of the Site shall be released from the terms of this Agreement and the value of Subject Property shall be adjusted as provided in Section 5 hereof.
14. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

15. Dispute Resolution. Unless otherwise expressly provided for in this Agreement (including, but not limited to, Section 5), the dispute resolution procedures of this Section 15 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use commercially reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties involved in the dispute. After one Party sends the other Party a written notice of dispute, the Parties shall enter into agreement tolling any applicable statute of limitations or repose for a mutually agreeable period of time, as allowed by law, which at a minimum will allow the Parties sufficient time to complete the dispute resolution process established in this paragraph. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. In the event that despite the good faith efforts of both Parties, the Parties are unable to appoint a mediator to commence the mediation within thirty (30) days of the expiration of the time period for informal negotiations, the aggrieved Party may commence judicial action as set forth below. The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation or seek injunctive or equitable relief as set forth below, venue for any judicial proceeding shall be any state or federal court in Massachusetts of competent jurisdiction. Notwithstanding the foregoing, injunctive or equitable relief may be sought without resorting to dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any judicial action, the Parties waive their rights to a jury trial and each party shall be responsible for their own costs and fees, including, but not limited to, attorneys' fees arising from the civil action.
16. Amendments. No amendment to this Agreement shall be effective until reduced to writing and executed and delivered by both Parties.
17. Severability; Reformation. In case any one or more of the provisions (or parts of a provision) contained in this Agreement shall, for any reason, be held by any governmental authority; agency or court of competent jurisdiction, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or part of a provision) of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal or unenforceable provision (or part of a provision) had never been contained herein, and such provision (or part) reformed so that it will be valid, legal and enforceable to the maximum extent possible. In the event that any governmental authority, agency or court of competent jurisdiction invalidates any key provision(s) in this Agreement, the Parties agree to use commercially reasonable efforts to negotiate in good faith a new tax valuation agreement which shall attempt to the maximum extent possible to achieve the intent and the objectives of the Parties as set forth in this Agreement.
18. Headings. The descriptive headings of the sections in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
19. Counterparts. This Agreement may be executed in counterparts by the Parties hereto and will become binding upon the Parties at such time as the signatories hereto have signed each counterpart of this Agreement. All counterparts executed shall constitute one Agreement binding all Parties hereto, notwithstanding that all Parties are not signatories to the original or same counterpart.
20. Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.
21. Joint Work Product. This Agreement shall be considered the work product of both Parties, and, therefore, no rule of strict construction shall be applied against the other Party hereto.

By: /s/  
Printed Name and Date: Stefaan Sercu, VP, 5/12/16

By: /s/  
Printed Name and Date: Brian S. Noble, TA, 5/12/16

## EXHIBIT A

### Description of Subject Property

As used herein, the term "Subject Property" shall include all of the following real and personal property, whether currently existing or acquired during the term of this Agreement, owned by FirstLight or any affiliate thereof located on the Site (defined below):

- 1.1 approximately 836 acres of land located in Northfield, Massachusetts, as more particularly described on Exhibit B attached hereto (the "Site");
- 1.2 any and all structures and buildings constructed or to be constructed on the Site, including but not limited to, the existing buildings and structures located on the Site;
- 1.3 any and all equipment, machinery or facilities used in or related to the production of electricity, and ancillary and appurtenant facilities, fixtures, and personal property related thereto, located at the Site or used in connection with the generation or transmission of electric power from the Site, including but not limited to, oil storage, docking facilities, natural gas and electric lines but specifically excluding the Solar Panels located on parcel 73- C1
- 1.4 any and all fuel, supplies, inventories, materials, spare parts and other consumable property located at the Site used in or related to the production of electricity; and
- 1.5 any and all other personal property located at the Site and owned by FirstLight, including but not limited to, vehicles, office furniture and equipment.

The Parties acknowledge that the definition of Subject Property does not include any property not owned by FirstLight or an affiliate, or pollution control equipment, which is exempt from local property taxation; provided that in the event such pollution control equipment is in the future subject to local taxation, it shall be deemed to be part of the Subject Property.

#### **APPENDIX 4: Finance Committee's Recommendations (Sources of Funds)**

<b>#</b>	<b>Purpose</b>	<b>Department</b>	<b>Request</b>	<b>Finance Committee Recommends</b>	<b>Enterprise</b>	<b>Raise &amp; Appropriate</b>	<b>Free Cash</b>	<b>Other</b>	<b>CPA</b>
1	Waive Reading	Selectboard							
2	Receive Reports	Selectboard							
3	Snow & Ice Deficit	Highway	16,062	16,062			16,062		
4	Accept Chapter 90	Highway							
5	Apply for Grants	Selectboard							
6	Prop 2 1/2 Override	Finance Comm							
7	Omnibus	Finance Comm	8,148,490	7,984,746		7,984,746			
8	EMS Enterprise	EMS	224,146	224,146	166,804	57,342			
9	Authorize BoS PILOT Approval	Selectboard							
10	BoS Authorization Vote	Selectboard							
11	Fire Department Gas Detector	Selectboard	4,500	4,500			4,500		
12	Sewer Enterprise	Sewer	222,093	222,093	222,093				
13	Wastewater Evaluation(s)	Sewer	115,000	115,000				115,000	
14	Bucket Truck Revolving Fund	Highway							
15	Town Hall Wiring	Selectboard	100,000	100,000			100,000		
16	Protective Regulations By-Law	Planning Board							
17	Zoning Codification	Town Clerk	11,500	11,500			11,500		
18	314 Caldwell Rd Clean up	Selectboard	100,000	100,000			100,000		
19	TH Drainage & Parking lot	Selectboard	100,000	100,000			100,000		
20	Replace Highway Truck	Highway	170,000	170,000		48,000	122,000		
21	Transfer Station Compactor	Board of Health	35,000	35,000		35,000			
22	Recycle Revolving	Board of Health							
23	NES Carpeting /Flooring	Selectboard	9,000	9,000			9,000		
23	NES Windows	Selectboard	18,000	18,000			18,000		
23	North Building Roof	Selectboard	10,000	10,000			10,000		
23	NES Wiring Upgrade	Selectboard	15,000	15,000			15,000		
23	Town Hall Parking Lot	Selectboard	60,000	60,000			60,000		
24	PVRS Capital Projects	Selectboard	19,198	19,198		19,198			
25	CPA Funds Allocation	CPA	30,000	30,000					30,000
26	CPA- NES North Entrance	CPA	75,000	75,000					75,000
27	CPA- Library Historic Docs	CPA	850	850					850
28	Stabilization	Selectboard	500,000	500,000		500,000			
29	Welcoming Community Resolution	Citizen's Petition							
30	Resolution of Gratitude	Selectboard							
	<b>Total</b>		<b>\$9,983,839</b>	<b>\$9,820,095</b>	<b>\$388,897</b>	<b>\$8,644,286</b>	<b>\$566,062</b>	<b>\$115,000</b>	<b>\$105,850</b>